



**FRIENDS OF  
HOYT  
PARK & POOL**

**REQUEST FOR PROPOSAL  
for the development of a casual restaurant / coffee house  
at Hoyt Park to be located on the north side of the Hoyt Park Pavilion  
located in the City of Wauwatosa  
(updated July 27, 2010)**

**Proposal Due Date:**

**August 16, 2010  
5:00 p.m.**

*Submit to:*

**FOHPP  
P.O. Box 13936  
Wauwatosa, WI 53213**

Attn: Dave O'Brien, Project Consultant ([dobrien6@wi.rr.com](mailto:dobrien6@wi.rr.com), 414-731-3444)

Denise Lindberg, President/Ex. Dir. ([deniselindberg@wi.rr.com](mailto:deniselindberg@wi.rr.com); 414-453-9641)

## **SECTION 1: EXECUTIVE SUMMARY**

### **REQUEST FOR PROPOSAL for the development of a casual restaurant / coffee house at Hoyt Park to be located on the north side of the Hoyt Park Pavilion located in the City of Wauwatosa**

#### **Mission of Friends of Hoyt Park & Pool (FOHPP):**

To enhance the quality of life for all members of the community by supporting the development, maintenance, and ongoing operation of a medium-sized outdoor family pool at Hoyt Park, and preserving the natural beauty of the surrounding park and adjacent Menomonee River Parkway.

#### **FOHPP Objectives:**

- Create sustainable financial support for our mission through the development of community fund raising programs, charitable foundation grants, local business support, and a partnership with a restaurant concessionaire.
- Through this Request for Proposal (RFP), we are seeking a mutually beneficial contractual arrangement to support our non-profit goal of operating a financially self-sustaining community pool at Hoyt Park.
- FOHPP seeks a concessionaire(s) to meet the expectations of FOHPP to provide a year-round casual dining experience with hours of operation which will meet the needs of the adjacent community.

#### **Background:**

Final approval of due diligence was unanimously granted to the Friends of Hoyt Park & Pool by the Milwaukee County Parks Committee and the full County Board, activating the lease with FOHPP on March 1, 2010. A conditional use permit was unanimously given to FOHPP for the operation of the pool by the City of Wauwatosa Common Council on March 16, 2010.

FOHPP is a 501 (c)(3) non-profit organization established in 2006. FOHPP's operation of the TOSA Pool at Hoyt Park is governed by the FOHPP Board of Directors, with daily operations managed by FOHPPs' leadership team, including: an executive director, director of development, director of communications, and director of operations.

#### **Contents of this Document also Include:**

**SECTION II:** INVITATION, SITE DESCRIPTION, OBJECTIVES, RFP SUBMISSION AND CONTACTS

**SECTION III:** PROPOSAL COMPONENTS - the details of the proposal we will need to receive from you on or before August 16 are found on pp. 5-7.

**SECTION IV:** INFORMATION ON REQUIRED OPERATING RESPONSIBILITIES AND CONTRACTUAL PROVISIONS

## **SECTION II: INVITATION, SITE DESCRIPTION, OBJECTIVES, RFP SUBMISSION AND CONTACTS**

### **A. Invitation:**

FOHPP is pleased to offer an exciting opportunity for a well-qualified business entity to submit a proposal detailing its interest in the development of a casual restaurant / coffee house as a concessionaire in the north end of the historic Bath House Pavilion at Hoyt Park in Wauwatosa, WI located adjacent to the new community pool which is scheduled for a grand opening on Memorial Day 2011.

Any individual or company interested in providing services should prepare information in compliance with the specifications described in this RFP. The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations.

### **B. Site Description:**

Opening on Memorial Day weekend, 2011 will be a state-of-the-art community pool: the TOSA Pool at Hoyt Park. FOHPP has negotiated a 55-year lease with Milwaukee County to build and operate the new community pool at Hoyt Park and now desires to select a restaurateur as a concessionaire to operate year round in space on the north side of the Hoyt Park Bath House Pavilion.

Approximately 1000 square feet of seating will be available for the restaurateur to furnish and occupy, in addition to kitchen space and restroom facilities. The space available for the restaurateur will be located on the north side of the Hoyt Bath House Pavilion which is undergoing major renovations and was originally built by the WPA in 1937.

Extensive opportunities for outdoor dining will provide seating for an additional 70+ patrons.

In addition, from September – May, overflow seating in the 1728 sq. ft. of the Great Hall, the heart of the Hoyt Park Bath House Pavilion, may also be made available to the restaurateur for overflow seating when the Great Hall is not being rented out by FOHPP for pre-scheduled events. The Great Hall is immediately adjacent to the space available for the restaurateur and accessed through doors on the south wall of the restaurateur's space.

Hoyt Park is at the corner of Menomonee River Parkway and Swan Blvd. in the City of Wauwatosa, immediately north of the Medical College of Wisconsin, Regional Medical Center and the Research Park, and south of North Avenue.



**C. Objective of the RFP:**

The objective of the RFP is to award a five (5) year Concession Agreement (hereinafter "Agreement") with two (2) five (5) year renewal options exercisable at FOHPP's and the Parks Director's discretion, to an operator who will accomplish the following:

- Provide food and beverage services to meet or exceed the needs and expectations of the neighboring residential, business, professional, and academic communities;
- Complete renovation and finish work, and furnish the restaurant kitchen by installing new equipment to ensure the facility is operating in a manner compliant with appropriate laws and regulations;
- Complete renovation and finish work in the dining room, and furnish the restaurant by installing high quality tables, chairs, décor, and other improvements as specified herein;
- Furnish an outdoor dining area on the north side of the facility;
- Provide exclusive or non-exclusive food and beverage service for banquets and large group events at the pool and bath house.

When submitting information, interested parties should keep in the mind that FOHPP's goal is to sub-lease the north end of the Hoyt Park Pavilion to qualified individuals or companies for development at **NO COST** to FOHPP.

**D. Responses: Accepted until 5:00 p.m. on August 16, 2010:**

Email to Dave O'Brien at [dobrien6@wi.rr.com](mailto:dobrien6@wi.rr.com) or send 5 copies to:

**FOHPP**

**P.O. Box 13936**

**Wauwatosa, WI 53213**

**Attn: Dave O'Brien, Project Consultant**

**E. Questions regarding the RFP:**

Please direct all comments and questions about the RFP in writing to Dave O'Brien, Project Consultant ([dobrien6@wi.rr.com](mailto:dobrien6@wi.rr.com), 414-731-3444)

**F. Notification of Clarifications to the RFP:**

All parties having interest in responding to this RFP should immediately provide name and email contact information to Dave O'Brien to facilitate efficient dispersal of information to all respondents as questions or clarifications arise [dobrien6@wi.rr.com](mailto:dobrien6@wi.rr.com).

**G. Pre-response Site Inspection:**

A pre-response site inspection will be held at **your request**. Interested parties are encouraged to make a site inspection. Reservations for the inspection of the site can be made by contacting Dave O'Brien, FOHPP Project Consultant. ([dobrien6@wi.rr.com](mailto:dobrien6@wi.rr.com), 414-731-3444)

**H. Method of Award:**

Proposals will be evaluated by FOHPP for responsiveness to the items listed in this RFP. FOHPP, acting in its sole discretion, may ask one or more proposers to elaborate on its proposal at a written interview. Selection will occur after evaluation of the proposals.

FOHPP reserves the right to ask for additional clarifying information from proposers and to waive, in its sole discretion, any minor irregularities in proposals. FOHPP reserves the right to reject all proposals.

FOHPP, acting in its sole discretion, will select a proposal that best furthers its interests and mission while considering the following criteria:

- Enhancement of pool operations at Hoyt Pool
- Demonstrated record of prior successful concessionaire operations
- Financial returns to FOHPP from concessionaire operations
- Financial stability of proposer and ability to obtain financing
- Demonstrated ability to meet FOHPP's timetable for opening

### **SECTION III: PROPOSAL COMPONENTS**

The evaluation and final selection will be based on the information submitted in response to this RFP.

The following items must be provided in your written proposal. Please respond to each item listed below in the order in which it is listed.

#### **1. Background and Experience:**

Describe your business entity's background and experience in providing restaurant services. If this is a new company, partnership, or joint-venture formed for the operation of this concession, describe the background and qualifications of each of the partners or principals, including:

##### **1.1 Ownership Description:**

- Business Name
- Address
- Length in business (in years and months)
- Size of Company
- Organizational Chart
- Names of persons responsible for the restaurant operations
- Revenues of past or current comparable operations under the concessionaire/concessionaire's management for the previous five years
- Concessionaire/Concessionaire's years of above experience.
- Additional information which demonstrates your qualifications.

##### **1.2 References:**

**Business References:** Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, telephone numbers, and the scope of the business relationship.

**Financial References:** Provide references from banks or other financial institutions; include names, addresses, telephone numbers, and the type of relationship; for example, checking/savings accounts, commercial loans, landlord, lessor, etc.

#### **2. Proposed Business Plan:**

This and the following sections pertain to your PROPOSED operation for this concession, not your PAST experience.

##### **2.1 Operational vision:**

Please provide a brief narrative of your contemplated operations in the FOHPP concessionaire's space available at Hoyt Park on the north side of the Bath House Pavilion, including any themes and other descriptions to help the reviewers understand your vision. Include:

- Describe the operation (type of service for restaurant operation, e.g., self-serve counter vs. wait staff)
- Examples from your proposed menu, including price points

## **2.2 Hours of Operation:**

- Please very briefly describe your proposed hours of operation.

## **2.3 Proposed Equipment:**

- Include a list of major equipment that will be provided and used to successfully operate the concession and the plan to maintain the quality of the equipment.
- Indicate technical equipment or tools to be used, such as point-of-sale systems, inventory management systems, instruction tools, security systems, etc.

## **2.4 Financial Projections and Planning:**

Concessionaire/Concessionaires should submit a Pro Forma Financial Statement covering anticipated operations over the first five (5) year term of the Agreement. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal. The submittal form requires the concessionaire/concessionaires to provide the following information:

- **Pro Forma Profit and Loss:** Projections for the first five (5) year term, to include:
  - projected revenues for each category of sales
  - variable costs (e.g. break down of sales, food vs. beverages)
  - fixed costs (e.g. salaries, advertising and marketing, rent, depreciation, utilities, insurance, etc.)
  - interest and taxes
  - debt rate
  - net profit
  - other

## **3. Ability to Finance:**

### **3.1 Amount of Investment Required:**

State the amount of investment you will require to begin operations as proposed. This amount should include Start-Up Costs.

Total amount of Investment to begin operations includes:

- Renovations to the space being sub-leased
- Inventory
- Equipment, counters and furnishings (kitchen / dining room)
- Operating Supplies
- Other (list)

**3.2 Specify Source(s) of Funding:**

**3.3 Financial Documentation to provide:**

Bank statements for the proposing entity or entities for the twelve (12) months preceding the release date of this RFP.

Copy of a current credit report of proposing entity

If you are a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity that has the authority to approve the expenditures.

Provide detailed documentation for any additional sources of funding.

**4. Proposed Rent Payment:**

Rent would be paid monthly by the concessionaire to FOHPP. FOHPP would like to see base rent plus percentage of gross.

**4.1 Rental payment proposal would include:**

- (1) Base Rent (dollar figure for the space to be sublet); and
- (2) Percentage of Gross Receipts.

**4.2 FOHPP will provide conditioned air to the restaurant and kitchen, and the rent proposal must reflect this.**

**4.3 Please include rental of the Great Hall:**

- (1) Proposed Use; and
- (2) Proposed Rent

**5. Acknowledgements**

Concessionaires must provide a statement as part of their proposals either accepting the significant lease requirements listed in Section IV below or stating their specific objections to individual requirements and suggesting what may be acceptable to them.



## **SECTION IV: REQUIRED OPERATING RESPONSIBILITIES AND CONTRACTUAL PROVISIONS**

### **A. Required Concession Improvements:**

The following required improvements are to be completed at the concessionaire's expense (including, but not limited to, all permits and licenses), within six (6) months of the execution of the Agreement by the concessionaire.

- Finish the restaurant kitchen at no cost to FOHPP by installing new equipment in order to ensure the facility is operating in a manner compliant with appropriate laws and regulations.
- Install tables, chairs, and décor, to include the restaurant dining room and patio area.
- All construction must be completed and the restaurant ready for operation within a time frame agreed upon between the Concessionaire and FOHPP. All renovations and improvements at any time shall require prior written approval of FOHPP and Milwaukee County.
- Concessionaire is responsible for all costs related to the finishing construction including all permits. Concessionaire must provide and maintain construction insurance.
- Concessionaire must demonstrate proof of ability to finance 100% of the proposed leasehold improvements prior to executing the lease and must demonstrate it has obtained financing for 100% of the value of proposed leasehold improvements prior to commencing any work on the premises.

### **B. Required Operating Responsibilities:**

The following are selected areas of operating responsibilities which will be required of the winning proposal. Any award of contract resulting in an Agreement between FOHPP and concessionaire/concessionaires as a result of this RFP will be "exclusive" food and beverage at this site.

1. FOHPP reserves the right to provide poolside food and beverage and other concession items to park patrons from its seasonal poolside concession operation.
2. FOHPP also reserves the right to provide concessions and sell food and beverages with its own paid staff or volunteers during special FOHPP member events at the TOSA Pool at Hoyt Park, including the Great Hall.
3. Cleanliness: Concessionaire shall, at its own expense, keep the premises and the surrounding area, at least twenty-five (25) feet, clean and sanitary at all times.
4. Concessionaire, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. Concessionaire shall furnish all equipment and materials necessary. The Concessionaire will incur the cost of all garbage pick-up from the main dumpster for the facility.

**C. Utilities:**

The Concessionaire shall be responsible for utility charges. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for water, gas, electricity, and other utility services to the premises.

Concessionaire agrees to provide or have provided separate metering for these utilities to its leased space where practical. In cases where separate metering proves impractical, concessionaire agrees to pay its proportionate share of non-metered utility costs as part of its rent.

**D. Maintenance of Equipment:**

Concessionaire shall, at all times and at its own expense, keep and maintain all equipment.

No equipment provided by FOHPP shall be removed or replaced by Concessionaire without prior written consent.

**E. Obligations of the Concessionaire:**

- Meet all local health code requirements.
- Obtain all necessary permits and licensing for the operation of a food and beverage concession in Wauwatosa, including applicable liquor license.
- Provide any equipment necessary for the proposed service.
- Reimburse FOHPP for any repairs of the facility or equipment due to negligence of the Concessionaire or its employees.
- Maintain all equipment and surroundings in a state of cleanliness and repair to meet all state and local codes and to prevent injuries to the public.
- Provide an adequate number of uniformed employees.
- Maintain adequate on-site supervision of all employees to ensure customer-oriented service.
- Be responsible for cleaning the restrooms and providing all restroom supplies in the facilities.
- Provide all advertising and signage for the operation of the Concession.
- Allow for inspection by the appropriate FOHPP personnel at all times.

**F. Additional Contractual Provisions:**

The following are selected contractual provisions of the winning proposal:

- Approvals and Permits: Hoyt Park lies within the municipal boundaries of Wauwatosa. Concessionaire will be responsible for obtaining all appropriate approvals and permits from the proper governmental agencies and for paying all fees, assessments, taxes, or other charges imposed by such municipalities or governmental agencies.
- All leasehold improvements by the concessionaire shall become the property of FOHPP at the conclusion or lease or the termination of the lease by FOHPP for cause.

- Concessionaire agrees to the assignment of FOHPP's leasehold interests to Milwaukee County.
- Concessionaire acknowledges that the lease and all plans for leasehold improvements must be approved by Milwaukee County prior to any work on the premises.
- Concessionaire agrees to comply with Milwaukee County's lease requirements for the following:
  - Right of entry with reasonable notice
  - Right to audit the financial records of the concessionaire
- The concessionaire will be required to indemnify, save, keep harmless and defend FOHPP and Milwaukee County against any and all loss, damage, injury, and liability claims and costs of whatsoever kind and nature resulting from injury to or death of any person or persons, and for loss or damage to any property occurring in connection with, in any way incident to, or otherwise arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or part from the negligent acts or omissions of the selected concessionaire, and the employees, agents, or representatives of thereof.
- Concessionaire acknowledges that the restrooms in the bath house are public restrooms available for its customers and the general public. Concessionaire agrees to adequately clean and stock supplies in the restroom throughout the term of the lease.

**G. Term:**

The term of the concession agreement shall be five (5) years, effective on the date of execution, with two (2) five (5) year options to renew, at the discretion of FOHPP and the Parks Director.

**H. Insurance:**

The selected Concessionaire shall acquire and maintain the established insurance and liability limits for this concession. Such evidence shall include insurance coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Aggregate Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General
Liquor Liability (if applicable)	\$1,000,000
Automobile Liability	
Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired	\$1,000,000 Per Accident

Uninsured Motorists	Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000

All required insurance coverage shall be provided by a reliable company licensed or authorized to do business in the State of Wisconsin with a rating of A-minus or better from AM Best.

All liability insurance policies shall name FOHPP and Milwaukee County as additional named insured parties unless prohibited by law. These policies shall be primary and non-contributing with any insurance carried by FOHPP and Milwaukee County and shall contain a severability of interest clause with respect to gross liability, protecting each named insured as though separate policy had been issued to each, in cases of claims, demands, suits, judgments, costs, charges, and expenses arising out, or in connection with any loss, damage, or injury resulting from the negligence or other fault of the concessionaire, its employees, agents and representatives.

Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by FOHPP and the County.

All required insurance policies shall contain a covenant requiring sixty (60) calendar days written notice by the insurer to FOHPP before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period and shall be extended by the Lessee for a period of five (5) years after Lease termination.

Cancellation, non-renewal or expiration of insurance or reduction of coverage prior to expiration of the contract will constitute grounds for termination unless other or additional insurance is obtained by the Lessee to cover the risks as herein required.

**I. Public Access:**

The Concessionaire understands that Hoyt Park is a public park and is to remain open and accessible to the public in a manner that is compatible with the use of the facility as contemplated by this Agreement.

**J. Taxes:**

The Concessionaire shall pay all taxes of whatever character which may be levied or charged upon the Concessionaire to use the premises, or upon the improvements, fixtures, equipment or other property, or upon the operations under this Agreement.

**K. Parking Lot:**

Milwaukee County is responsible for plowing and maintaining the parking lot at Hoyt Park.